





THIS AGREEMENT, made this 6 day of March, 1957, by and between MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation of the State of Maryland, hereinafter designated as "CITY", and the HOWARD COUNTY METROPOLITAN COMMISSION, hereinafter designated as "COMMISSION".

WHEREAS, the City is now supplying water to various consumers in Howard County; and

WHEREAS, the individual water consumers of Howard County are now liable and responsible to the City for the cost of all water used by them as registered on the individual meters of the consumers; and

WHEREAS, the City and the Commission have agreed that it would be a better plan and advantageous to all concerned to change the present system of operation by the installation of a master water meter to record the amount of all water supplied by the City to the consumers of Howard County; the Commission to be responsible to the City for all water consumed in said county as registered on the master meter and the individual consumers in turn to be directly responsible to the Commission.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises and the covenants and agreements hereinafter contained to be performed by the parties hereto, it is hereby agreed as follows:

1. The City hereby agrees to install an eight inch master water meter on the twelve inch main in River Road located in Baltimore County approximately 1900 feet East of Gun Road near the point where the twelve inch main crosses the Patapsco River into Howard County.
2. The Commission agrees to pay and bear the cost and expense of the installation of the aforesaid master water meter.

3. The City agrees to maintain and service the equipment, utilities and appurtenances thereto up to and including the master water meter and the Commission agrees to execute any and all necessary instruments conveying to the City all the County's and/or Commission's right, title, interest and estate if any in and to the equipment, utilities and appurtenances lying between Baltimore City and the master water meter.

4. The Commission agrees to construct, maintain and service the necessary equipment, utilities and appurtenances including water mains and service pipes lying and extending from the master water meter into Howard County and the City hereby agrees to execute any and all necessary instruments conveying to the County and/or Commission all its right, title, interest and estate if any thereto. The entire distribution system lying between the master water meter and extending into Howard County shall become the property of the County and/or the Commission and the Commission shall be responsible for the maintenance and operation of said system.

5. The Commission shall in conformity with the terms of this agreement make application to the City for water service and the furnishing of such water by the City to the Commission shall be subject to and in accordance with all existing City laws, ordinances, rates and subject to the regulations of the Bureau of Water Supply of Baltimore City.

6. This agreement shall be effective as of February 20, 1957, after which date the Commission hereby agrees to reimburse the City for any outstanding and delinquent accounts due and owing by the individual consumer of Howard County to the City as of that date.

The County Commissioners of Howard County hereby agree to the terms, stipulations and covenants of this agreement by the affixing of the signatures of each member of said body politic and the seal of said body thereto.

WITNESS the signature and corporate seal of the Mayor and City Council of Baltimore and the members of the Howard County Metropolitan Commission attested by the Secretary-Treasurer of said Commission and the members of the Board of County Commissioners of Howard County attested by the Clerk of said board.

ATTEST:

M. Epple, Deputy Treasurer

ATTEST:

Margaret Lansdale Pue, Secretary-Treasurer, Howard County Metropolitan Commission

Lloyd G. Taylor, Clerk, Board of County Commissioners of Howard County

MAYOR AND CITY COUNCIL OF BALTIMORE

By

Thomas D'Alesandro, Jr., Mayor

HOWARD COUNTY METROPOLITAN COMMISSION

By

Carl W. Meyer, Chairman

Roger V. Laynor, Member

BOARD OF COUNTY COMMISSIONERS OF HOWARD COUNTY

By

Norman E. Moxley, President

Howard W. Clark, Member

C. Ridgely Harmon, Member

STATE OF MARYLAND:

TO WIT:

CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared THOMAS D'ALESSANDRO, Jr., Mayor of Baltimore City, and he acknowledged the foregoing Agreement to be the act of the MAYOR AND CITY COUNCIL OF BALTIMORE.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Oliver R. Deutry, Jr., Notary Public

STATE OF MARYLAND:

TO WIT:

HOWARD COUNTY:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll, personally appeared CARL W. MEYER, Chairman of the Howard County Metropolitan Commission, and he acknowledged the foregoing Agreement to be the act of said commission.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
LaRue B. Gosnell, Notary Public

STATE OF MARYLAND:

TO WIT:

HOWARD COUNTY:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NORMAN E. MOXLEY, President of the Board of County Commissioners of Howard County, and he acknowledged the foregoing Agreement to be the act of said board.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public

APPROVED BY:

\_\_\_\_\_  
George A. Carter, Director of Public Works

\_\_\_\_\_  
Bernard L. Werner, Water Engineer

Submitted to and approved by the Board of Estimates,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 1957.

\_\_\_\_\_  
Allan L. Dell, Clerk

APPROVED as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 1957.

\_\_\_\_\_  
Thomas N. Biddison, City Solicitor

\_\_\_\_\_  
Lloyd G. McAllister, Assistant City  
Solicitor

APPROVED as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 1957.

\_\_\_\_\_  
Charles E. Hogg, Counsel to the Howard  
County Metropolitan Commission



THIS AGREEMENT, Made this 11th day of August, 1934, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation, hereinafter designated as "CITY" and the COUNTY COMMISSIONERS OF HOWARD COUNTY, hereinafter designated as "COUNTY COMMISSIONERS."

WHEREAS, the General Assembly of the State of Maryland, by an act known as Chapter 394 of the Acts of 1931, which was approved April 10, 1931, authorized and empowered the COUNTY COMMISSIONERS OF HOWARD COUNTY to borrow a sum not to exceed seven percent (7%) of the assessable property in a special taxing district to be created under the authority of the said act, in the First Election District of Howard County, for the purpose of providing water distribution in the said First Election District of Howard County and further authorized the said COUNTY COMMISSIONERS to enter into a contract with the City to lay said mains and extensions and to make the proper connections for the distribution of a water supply in the said First Election District.

WHEREAS, the Bureau of Water Supply of the City of Baltimore deems it advisable that the said COUNTY COMMISSIONERS purchase the materials, construct and install the water mains, valves, fire hydrants and appurtenances, except water supply services to the individual houses, necessary for said system of water distribution under the conditions hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That in consideration of the premises and the covenants and agreements hereinafter contained to be performed by the parties hereto, the CITY hereby agrees to connect the aforesaid water mains in the said First Election District of Howard County with the water supply system of the CITY under the following terms and conditions:

1. All phases of the design, construction and testing of water mains and appurtenances shall be in accordance with the standards of the Bureau of Water Supply of the City of Baltimore.
2. All pipe, fittings, jointing materials and appurtenances shall be in accordance with the specifications of the Bureau of Water Supply.
3. The size of mains, type, number and location of valves, type and location of fire hydrants, shall be approved by the Water Engineer of the City of Baltimore.
4. All construction and installation work shall be subject to inspection of the Bureau of Water Supply of the City of Baltimore, and said Bureau shall be reimbursed forthwith by the COUNTY COMMISSIONERS for the expense of same.
5. The new mains provided for in this agreement and to be laid by said COUNTY COMMISSIONERS shall be connected with the existing mains of the City of Baltimore by the said Bureau of Water Supply, and said Bureau shall be reimbursed for the expense thereof by the COUNTY COMMISSIONERS on the basis of time and material plus the prevailing overhead charges of the Bureau of Water Supply.
6. Plans for the installation of water mains and appurtenances under this agreement shall be submitted by the County Commissioners to the Bureau of Water Supply. Upon approval of the Bureau of Water Supply, the said plans shall be adopted as the official plans for the installation of water mains and appurtenances under this agreement. The said plans shall show the established grade lines and curb lines of roads, streets and/or footways in which water mains are to be installed under this agreement. In cases where a grade and/or curb line has not been established, the plans as prepared by the COUNTY COMMISSIONERS shall show the existing actual grade line and/or curb line. Upon approval by the Bureau of Water Supply, the said plans shall be the official plans for the installation of water mains and appurtenances, and the grades and lines of the roads, streets and/or footways as shown by the said official plans shall be adopted as and deemed to be the established

grades and/or curb lines for the purposes of this agreement.' All mains and appurtenances shall be laid to a depth of four feet between the top of main and the official or actual grade of the roads, streets and/or footways as shown on the plans for the water main installations furnished by the COUNTY COMMISSIONERS as herein provided.

7. The said Bureau of Water Supply shall be reimbursed by the COUNTY Commissioners for the expense of relocating any mains, valves, fire hydrants, appurtenances, services and/or meters which, in the opinion of the Water Engineer, is made necessary by the re-establishment of the official grade line and/or curb line as adopted under paragraph six hereof, of any of said streets and/or footways.
8. All taps on said water mains and work on the individual water supply service pipes between said water mains and the official curb stop or meters on said service pipes, shall be done only by the Bureau of Water Supply. Only those services shall be installed for which application and payment have been made to the City of Baltimore. Where a property already supplied with water through a source other than the water mains of the CITY applies for and is granted water service under the terms of this agreement, such other water service must be kept disconnected so that no physical connection shall exist between the mains installed under this agreement and any other source of supply whatsoever. All water supply service pipes to be connected with the mains to be laid hereunder shall be made by the Bureau of Water Supply, in accordance with its rules and regulations. No connection shall be made with said water mains or any extensions thereof or any water supply service pipes except by the Bureau of Water Supply, in accordance with said rules and regulations. No water supply service for the purpose of supplying property shall be connected to the water mains or extensions thereof installed hereunder unless application and payment therefor have been duly made to the City of Baltimore in accordance with the rules and regulation of the Bureau of Water Supply, upon application to said Bureau accompanied by an amount of money sufficient to pay for the cost of the same. The water supply service pipe herein referred to consists of that portion of pipe between the water main in the highway and the official curb stop or water meter, which shall be placed at the discretion of the Bureau of Water Supply approximately at the curb line.
9. All plans of the work to be done hereunder shall be drawn on a horizontal scale of not smaller than one inch equals fifty feet, according to the type and character of the plans now used by the Bureau of Water Supply, and said plans shall be prepared by or for the COUNTY COMMISSIONERS at their own expense.
10. Upon the completion of the installation of said water mains and appurtenances, record plans together with tracings showing accurate measurements and location of mains, valves, fire hydrants and appurtenances shall be filed promptly with the Bureau of Water Supply.
11. Upon the completion of all construction work and the filing of record plans and tracings with the Bureau of Water Supply, the said entire new system of mains, valves, fire hydrants and appurtenances constructed hereunder shall be turned over to the Bureau of Water Supply, and shall be deeded to the Mayor and City Council of Baltimore, together with the rights-of-way therefor.
12. The Bureau of Water Supply shall be relieved of all responsibility and expense for repairs to said water mains, or for damage sustained

by any person or property growing out of leakage or burst water mains for a period of one year after the date that records, plans and tracings are filed and said mains and appurtenances are turned over and deeded to the CITY: any repairs or maintenance during the above period shall be made by the COUNTY COMMISSIONERS and shall be subject to inspection and acceptance by the Bureau of Water Supply, and any such maintenance or necessary repairs during this period of one year not given prompt attention shall be made by the Bureau of Water Supply at the expense of the COUNTY COMMISSIONERS aforesaid.

13. The Bureau of Water Supply shall be relieved from all responsibility for the condition of streets and footways due to the construction of said water mains and appurtenances; and the COUNTY COMMISSIONERS shall indemnify and hold harmless the Mayor and City Council of Baltimore from any and all claims for damages sustained in connection with the construction and maintenance of said water mains.
14. No property shall be connected to a City water main unless the said property abuts on that part of a street, road or thoroughfare in which such water main has been installed. In any case in which it shall be necessary to extend a water main installed under the terms of this agreement for the purpose of furnishing service to a property not eligible for service from the original main, the cost of such extension shall be paid by the COUNTY COMMISSIONERS and the said extension shall be installed in accordance with the terms of this agreement.
15. All charges for the installation of water service supply pipe and water service charges and water rates, shall be in accordance with a rate schedule to be filed with the Public Service Commission, until changed in accordance with the rules and regulations of the City authorities, which shall be applied to the system and water consumers hereunder; and an annual rental for public fire hydrants shall be paid to the CITY by the COUNTY COMMISSIONERS in accordance with the schedule hereinabove mentioned. All rates for water furnished in connection with this agreement shall be determined by the Bureau of Water Supply, subject to review by the Public Service Commission of the State of Maryland.
16. The record owner of any property applying for water service under the terms of this agreement shall join in the application for water supply for the purpose of guaranteeing the payment of all water bills thereafter to be incurred by said property and the CITY reserves the right to turn off water service to any property in any case in which water bills have not been paid for two quarters and to refuse to furnish any further water service to such property until such bills and penalties have been paid regardless of whether the owner of the property signing the application has divested himself of title by mesne conveyances or not.
17. No water shall be used for public purposes by the authorities of Howard County except in accordance with the rules and regulations and under official permit of the Bureau of Water Supply.
18. No extensions or additions to the proposed water mains covered by this agreement shall be made except in the manner prescribed by the Bureau of Water Supply.
19. All of the rules and regulations of the Bureau of Water Supply, as now in effect and as may be hereafter promulgated by proper authority,

shall apply to any operations, inspections, etc., of water service rendered to any property under this agreement.

AS WITNESS the signatures of the members of the Board of Estimates of Baltimore City, attested by the clerk of said Board, and the corporate seal of the Mayor and City Council of Baltimore, attested by the City Register, and the members of the Board of County Commissioners of Howard County, attested by the clerk of said Board.

ATTEST:

(Signed) W. S. HANNA  
Clerk - Board of Estimates

(Signed) HOWARD W. JACKSON  
Mayor of Baltimore City

(Signed) R. E. L. MARSHALL  
City Solicitor

(Signed) R. WALTER GRAHAM  
Comptroller of the City of Baltimore

ATTEST:

(Signed) W. R. LYNN  
Deputy City Register

(Signed) B. J. GROZIER  
Chief Engineer

(Signed) E. LESTER MULLER  
President - City Council

APPROVED:

(Signed) LEON SMALL  
Water Engineer

COUNTY COMMISSIONERS OF HOWARD COUNTY  
BY

(Signed) DANIEL H. GAITHER  
President

H. GRAFTON PENNY

HART B. NOLL

ATTEST:

(Signed) JOHN L. IGLEHART  
Clerk - County Commissioners  
of Howard County

THIS AGREEMENT, Made this 18th day of June, 1929,  
by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation, hereinafter designated as "CITY," and the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, hereinafter designated as "COUNTY COMMISSIONERS."

WHEREAS the General Assembly of the State of Maryland, by an act known as Chapter 468 of the Acts of 1927, which was approved April 5, 1927, authorized and empowered the County Commissioners of Anne Arundel County to borrow a sum not to exceed Fifty thousand dollars (\$50,000.00) for the purpose of providing water distribution in the First Precinct of the Fifth Election District of Anne Arundel County, in parts of Hillcrest, Brooklyn Heights and vicinity; and further authorized the said COUNTY COMMISSIONERS to enter into a contract with the CITY to lay said mains and extensions and to make the proper connections for distribution of a water supply in the said First Precinct; and

WHEREAS the Bureau of Water Supply of the City of Baltimore deems it advisable that the said COUNTY COMMISSIONERS purchase the materials, construct and install the water mains, valves, fire hydrants and appurtenances necessary for said system of water distribution under the conditions hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises and the covenants and agreements hereinafter contained to be performed by the parties hereto, the CITY hereby agrees to connect the aforesaid water mains in the said First Precinct of the Fifth Election District of Anne Arundel County, in parts of Hillcrest, Brooklyn Heights and vicinity, with the water supply system of the City under the following terms and conditions:

1. All phases of the design, construction and testing of water mains and appurtenances shall be in accordance with the standards of the Bureau of Water Supply of the City of Baltimore.
2. All pipe, fittings, jointing materials and appurtenances shall be in accordance with the specifications of the American Water Works Association.
3. The size of mains, type, number and location of valves, type and location of fire hydrants, shall be approved by the Chief Engineer and Water Engineer of the City of Baltimore.
4. All construction and installation work shall be subject to inspection of the Bureau of Water Supply of the City of Baltimore, and said Bureau shall be reimbursed by the County Commissioners for the expense of same.
5. The new mains provided for in this agreement and to be laid by said County Commissioners shall be connected with the existing mains of the City of Baltimore by the said Bureau of Water Supply, and said Bureau shall be reimbursed for the expense thereof by the County Commissioners on the basis of time and material, plus fifteen per cent overhead.
6. All mains and appurtenances shall be laid to a depth of four feet between the top of main and the official grade of the streets and footways as established by the

proper authorities of Anne Arundel County, the established grades and curb lines to be shown on the plans of the water main installations.

7. The said Bureau of Water Supply shall be reimbursed by the County Commissioners for the expense of relocating any mains, valves, fire hydrants, appurtenances, services and/or meters, made necessary to conform to the re-establishment of the grade of any of said streets and footways.

8. All taps on said water mains and work on the individual water supply service pipes between said water mains and the official curb stop or meters on said service pipes, shall be done only by the Bureau of Water Supply. Only those services shall be installed for which application and payment have been made to the City of Baltimore. Where property is already supplied with water through approved service pipe, said pipe shall be transferred to the new water main by the Bureau of Water Supply. All supply service pipes to be connected with the mains to be laid hereunder, shall be made by the Bureau of Water Supply, in accordance with its rules and regulations. No connection shall be made with said water mains or any extensions thereof or any water supply service pipes, ~~except~~ by the Bureau of Water Supply, in accordance with said rules and regulations. No water supply service for the purpose of supplying property shall be connected to the water mains or extensions thereof installed hereunder unless application and payment therefor have been duly made to the City of Baltimore in accordance with the rules and regulations of the Bureau of Water Sup-

ply, upon application to said Bureau accompanied by a deposit to cover the cost of same. The water supply service pipe herein referred to consists of that portion of pipe between the water main in the highway and the official curb stop or water meter, which shall be placed at the discretion of the Bureau of Water Supply at the approximate curb line.

9. All plans of the work to be done hereunder shall be drawn on a horizontal scale of one inch equals forty feet, according to the type and character of the plans now used by the Bureau of Water Supply, and said plans shall be prepared by or for the COUNTY COMMISSIONERS at their own expense.

10. Upon the completion of the installation of said water mains and appurtenances, record plans showing accurate measurements and location of mains, valves, fire hydrants and appurtenances shall be filed promptly with the Bureau of Water Supply.

11. Upon the completion of all construction work and the filing of record plans with the Bureau of Water Supply, the said entire new system of mains, valves, fire hydrants and appurtenances constructed hereunder shall be turned over to the Bureau of Water Supply, and shall be deeded to the Mayor and City Council of Baltimore, together with the rights-of-way therefor.

12. The Bureau of Water Supply shall be relieved of all responsibility and expense for repairs to said water mains, or for damage growing out of leakage or burst water mains for a period of one year after the date that said mains and appurtenances are turned over

to the Bureau of Water Supply; any repairs or maintenance during the above period of one year shall be subject to inspection and acceptance by the Bureau of Water Supply, and any such repairs during the period of one year not given prompt attention, shall be made by the Bureau of Water Supply at the expense of the COUNTY COMMISSIONERS aforesaid.

13. The Bureau of Water Supply shall be relieved from all responsibility for the condition of streets and footways due to the construction of said water mains and appurtenances; and the COUNTY COMMISSIONERS shall indemnify and hold harmless the Mayor and City Council of Baltimore from any and all claims for damages sustained in connection with the construction of said water mains.

14. A refund of One hundred dollars (\$100.00) shall be paid to the COUNTY COMMISSIONERS by the Comptroller of the City of Baltimore, for every dwelling under roof connected with said mains hereunder within a period of three (3) years after the completion of the aforesaid water mains, said mains to be completed within six (6) months after the signing of this agreement, provided there has been made to the CITY a bona fide application and payment for water supply service pipe for the same; it being agreed and understood that the said refund of One hundred dollars (\$100.00) per house, shall be payable in equal annual installments of Twenty dollars (\$20.00) a year, for a period of five (5) years, beginning one year after the installation of the necessary service pipe and occupancy by a bona

fide consumer, but no refund shall be allowed for any dwelling now receiving water from the City system and carried as an account on the City's books, nor for a dwelling which does not abut on a street in which one of these mains has been installed; it being the intent of this section that refunds will be made only in cases where water is actually served to a bona fide consumer, as indicated above, and that the said water mains shall be completed as promptly as possible, but under no circumstances to be longer than six (6) months after the date of this agreement; and the COUNTY COMMISSIONERS shall notify, in writing, the Bureau of Water Supply promptly that said system has been completed, and deed the same to the Mayor and City Council of Baltimore, together with rights-of-way therefor, as hereinbefore provided, before the CITY shall be obligated to make any connections with its system.

18. All charges for the installation of water service supply pipe and water service charges and water rates, shall be the same as those now in effect where the CITY is furnishing water to consumers in Anne Arundel County, until changed in accordance with the rules and regulations of the City authorities, which shall be applied to the system and water consumers hereunder; and an annual rental for public fire hydrants shall be paid to the CITY by the COUNTY COMMISSIONERS. All rates for water furnished in connection with this agreement shall be determined by the Bureau of Water Supply, subject to review by the Public Service Commission of the State of Maryland.

16. No water shall be used for public purposes, such as street cleaning and sewer flushing, by the authorities of Anne Arundel County, except in accordance with the rules and regulations and under official permit of the Bureau of Water Supply.

17. No extensions or additions to the proposed water mains covered by this agreement, shall be made except in a manner prescribed by the Bureau of Water Supply.

AS WITNESS the signatures of the members of the Board of Estimates of Baltimore City, attested by the clerk of said Board, and the corporate seal of the Mayor and City Council of Baltimore, attested by the City Register, and the members of the Board of County Commissioners of Anne Arundel County, attested by the clerk of said Board.

Attest:

(Signed) Wm. F. Broening  
Mayor of Baltimore City

(Signed) W.S. Hanna  
Clerk-Board of Estimates

(Signed) A. Walter Kraus  
City Solicitor

(Signed) W.S. Hanna  
Dep. Comptroller of the City of Baltimore

ATTEST:

(Signed) O.F. Goob  
Chief Engineer

(Signed) M. Flynn  
Deputy City Register

(Signed) Howard Bryant  
President of City Council

APPROVED:

(Signed) Edward G. Host  
Water Engineer

ATTEST:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY  
by,

(Signed) H. Harry Arnold  
Clerk-County Commissioners of Anne Arundel County

(Signed) Elmer E. Robinson

(Signed) Wm. E. Shipley

(Signed) E.P. Miller

(Signed) S. Arnold

(Signed) Glenn N. Webb

(Signed) F.O. Kelly

(Signed) W.T. Jones

APPROVED:

(Signed) Jerry L. Smith  
Counsel for County Commissioners of  
Anne Arundel County

APPROVED:

(Signed) John A. Bromley  
Engineer of Anne Arundel County

Approved by the Public Service Commission June 13,  
1929. See Order No. 14561.

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AGREEMENT

THIS AGREEMENT, Made this            day of <sup>308 28 1939</sup> AUG 28 1939, by  
and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corpora-  
tion (hereinafter referred to as the "City", party of the first part)  
and the ANNE ARUNDEL COUNTY SANITARY COMMISSION, a body corporate of the  
State of Maryland (hereinafter referred to as the "Sanitary Commission"  
party of the second part).

WHEREAS, the General Assembly of the State of Maryland by an Act  
known as Chapter 313 of the Acts of 1931 and subsequent acts and amend-  
ments codified in the Public Local Laws of Maryland authorized the forma-  
tion of the Anne Arundel County Sanitary Commission and delineated the  
duties, rights and privileges and specifically the right to enter into  
contractual agreements for the disposal of sewage or drainage, and for  
the establishment, construction, operation, and enlargement of water  
supply, sewerage and/or drainage systems, and the right to establish costs,  
rentals, service charges or other fees in connection therewith; and

WHEREAS, the Sanitary Commission and the City entered into an agree-  
ment dated August 14, 1939, providing for connection to and for receiving  
into certain City sewerage systems, for transmitting, pumping, treating  
and disposing of the sewage received from the Brooklyn Park Sanitary Sub-  
District, and

WHEREAS, since the agreement dated August 14, 1939, there have been  
substantial increases in population, the quantity of sewage, the operation  
and maintenance costs, and the costs of construction of the jointly-used  
sewerage systems; and

WHEREAS, it is the purpose of the parties hereto to continue the opera-  
tion of the integrated sewerage systems between the City and the Brooklyn  
Park Sanitary District of Anne Arundel County and to establish a new method  
for the computation and payment of costs incurred by the City and the Sani-  
tary Commission in connection with said integrated sewerage systems;

AND, HERETOBY, THIS AGREEMENT WITNESSETH:

AND IN CONSIDERATION of the covenants, agreements and payments hereinafter set forth, it is mutually covenanted and agreed as follows:

ARTICLE I     DEFINITIONS

A. The "Director" shall mean the Director of Public Works and/or the Chief Engineer of a political subdivision or his duly authorized representative of the party specified.

B. The "Sewerage Engineer" shall mean the official of the political subdivision whose duties include the operation and/or administration of the sewerage system of that political subdivision, or his duly authorized representative.

For this agreement, the "Sewerage Engineer" of the parties of the second part shall mean the Engineer of the Anne Arundel County Sanitary Commission or his duly authorized representative.

C. The Sanitary District shall mean that portion of Anne Arundel County known as the Brooklyn Park Sanitary District and such extensions as have been approved, and as may be hereafter approved, which sewage contribution flows directly from the sewers in Anne Arundel County into the sewers of Baltimore City across their common boundary and as currently served at the Patuxent Sewage Treatment Works.

D. "Sewage" is the spent water supply of a community together with those human and household wastes which are removed by water carriage, supplemented in some instances by industrial wastes, subsurface water, surface water and storm water.

E. "Storm water" is excess water running off from the surface of a drainage and immediately following rainfall, snowfall or other meteorological precipitation.

F. "Subsurface water" is water that occurs in the lithosphere. It comprises suspended water and ground water.

G. "Surface water" is water that rests on or flows over the surface of the lithosphere.

H. A "drain" is a conduit or pipe through which any liquid flows by gravity.

I. A "storm drain" is a drain through which storm water, storm run-off, condensate, cooling water, street wash and other wash waters or drainage flow and from which sewage is, in general, excluded.

J. A "sanitary sewer" is a pipe or conduit carrying sewage.

K. "Facility" shall be defined in this agreement as the whole sewerage system or any part thereof, including sewers, pumping stations, sewage treatment works, real estate and/or any part thereof.

ARTICLE III      RIGHTS OF CITY AND/OR COUNTY NOT  
TO BE ABROGATED

A. Nothing in this agreement shall limit or abrogate any right or rights delegated to Baltimore City or Anne Arundel County or to the Anne Arundel County Sanitary Commission by Acts of the General Assembly of the State of Maryland and as presently existing in the Maryland Public Local Laws.

B. It is further understood and agreed that the police, legislative and governmental powers of the Mayor and City Council of Baltimore, Maryland and of the County Commissioners of Anne Arundel County, Maryland are in no sense attempted to be abridged or restricted by this agreement.

C. Each signatory hereto agrees to recognize all rights and privileges acquired by acquisition of property and/or rights of way, each from the other and/or from other parties, and each such exception as may have been granted or will be granted each to the other and/or to other parties.

ARTICLE VIII      WORK DONE IN BALTIMORE CITY

Neither the County nor the Sanitary Commission shall have any right to build sewers or perform any other construction work in Baltimore City without first receiving written permission from the Board of Estimates of the City upon the recommendation of the Sewerage Engineer and the Director of Public Works, and then only upon and in accordance with such terms and conditions, including indemnity, as may be required by the Board of Estimates.

WORK DONE BY ANNE ARUNDEL COUNTY

The City shall have the right to build such facilities in Anne Arundel County as authorized by the Acts of the General Assembly. The County shall have the right to review reports, plans and financing for the construction of sewers and interceptors built in the County by the City and to require that adequate provisions be made in such facilities, as may be constructed in the future, for serving the needs of Anne Arundel County.

ARTICLE IV                      DELIMITATION OF TERRITORY

This agreement applies only to sewage flow from those portions of Anne Arundel County within the Brooklyn Park Sanitary Sub-District and such extensions of the drainage areas as have been approved and as may be hereafter approved, the sewage contribution from said County flows directly from sewers located in Anne Arundel County into the sewers located in Baltimore City at the common boundary and as currently served at the Patapsco Sewage Treatment Works.

ARTICLE V                      CONNECTIONS TO SEWERAGE SYSTEM  
OF BALTIMORE CITY

1. The sanitary sewers of the parties signatory hereto shall be connected with the sanitary sewers of the City only at such points and to such sanitary sewers as may be designated in writing by the Sewerage Engineer of the City.
2. None of the signatories hereto will be permitted to connect any sanitary sewer or sewers with any sanitary sewer in the City if the latter sewer or any sanitary sewer of which it is a tributary is insufficient in size to carry adequately the added flow of sewage received from the said sanitary sewer or sewers of the other signatories.
3. The City shall be notified in writing at least ninety (90) days before the making of any connections to the sewerage system of the City by any of the other signatories hereto.

ARTICLE VI

EXTENSION AND EXPANSION

The continued increase in population, the expansion of industrial and commercial activities and the resulting increase in the volume of sewage originating in the Sanitary District of Anne Arundel County will necessitate corresponding increases in capacity of existing facilities and construction of additional facilities from time to time to receive, transport, pump, treat and dispose of sewage from the said Sanitary District of Anne Arundel County.

A. In order to provide data on which to base plans for future increases in the capacity of existing facilities and the construction of new facilities, the County and/or the Commission shall, within one (1) year after execution of this agreement, supply to the City an estimate of the anticipated population, average sewage flow, peak sewage flow and sewage restriction, segregated by points of entry at the common boundary

between Baltimore City and Anne Arundel County for each year of the next succeeding ten (10) year period.

B. The information required by Paragraph A of this Article shall be supplied by the County or the Sanitary Commission to the City and shall be revised and resubmitted annually between January 1 and March 10 of each year for the next succeeding ten (10) year period.

ARTICLE VII STORM WATER, SURFACE WATER AND OTHER MATERIALS NOT TO BE DISCHARGED INTO SANITARY SEWERS

A. Storm water, surface water, subsurface water and other non-polluted wastes shall not be discharged into those sanitary sewers which drain into the jointly-used sanitary sewers of either party. No street inlet, catch basin, storm drain, rain leader, cellar drain, garage drain or any other connection through which storm water, surface water, ground water or any other non-polluted waters can flow shall be connected to the aforesaid sanitary sewers which drain into the jointly-used sewers of the City and the Sanitary District.

B. Both parties agree to use every effort to prevent the owners of properties in the City and the Sanitary District from discharging storm water into the sanitary sewers connecting with the sanitary sewers of either party, and if any such connections are detected, the Sewerage Engineers shall promptly use all means within their power to see that such connections, including storm inlets and other points of entry are abandoned and sealed.

C. No person, firm, corporation, manufacturing plant, or other establishment shall be permitted to discharge into any sanitary sewer of the City or Sanitary District which drains into a sanitary sewer of the other party, any flammable liquids, acids, chemicals and/or materials or solids not normally present in domestic sewage, which in the judgment of the Sewerage Engineers of the City and the Sanitary Commission may be

detrimental to the sewerage system or any part thereof of either the City or the County or the operation of the said sewerage system or systems.

D. The discharge of radioactive wastes into any of the sanitary sewers of the other party shall be limited as to quantity and character in accordance with the latest rules and regulations of the Health Department of the State of Maryland, of the Commissioner of Health of the City of Baltimore, and of the Deputy State or County Health Officer of Anne Arundel County, Maryland, whichever of these rules and regulations are most stringent.

#### ARTICLE VIII CONSTRUCTION OF SANITARY SEWERS

All sanitary sewers, house sewers, interceptors, man-holes, bellmouths, and connections between the sanitary sewers of the City and the Sanitary District shall be designed and constructed in accordance with the applicable codes, rules and regulations of the party within whose boundaries the construction is located.

#### ARTICLE IX INSPECTION OF PREMISES

The premises of the properties in the territories defined in Article V, which drain into sewers of the City, may be entered and inspected by the Sewerage Engineer of the City or his representative. Private premises are excluded from the foregoing stipulations and may be entered only after proper authorization has been secured.

#### ARTICLE X EXISTING FACILITIES

Whenever it becomes necessary for the City to repair, alter or replace all or any part of any jointly-used facility which receives, transmits, pumps, treats and/or disposes of sewage, the other party shall contribute its proportionate share of all costs resulting from the planning, designing and execution of the said repair, alteration or replacement, including all materials, labor, engineering and any and all other costs

involved therein. The cost of items referred to in this Article shall be shared by each of the parties hereto in the same ratio that the sewage contribution by each party bears to the total annual sewage flow from all parties through such jointly-used facility for the year preceding that in which the costs were incurred.

ARTICLE XI FINANCING OF ADDITIONAL FACILITIES

A. Whenever, in the opinion of the Sewerage Engineer of the City, it shall become necessary to enlarge existing facilities, construct or install any additions to the sewerage system under his supervision in order to receive, transmit, pump, treat and/or dispose of sewage received, or to construct improvements to sites upon which portions of said sewerage system are located, such enlargement, construction or installation shall be completed as quickly as practicable.

B. The cost of the items referred to in Paragraph A of this Article shall be shared by each of the parties using the facility in the same ratio that the designed capacity allotted to each party bears to the total designed capacity allotted to all parties through or in such jointly-used facility.

C. It is understood that wherever the word "cost" is used in this Article, it shall mean all costs involved in the construction and/or installation of any sewerage facility referred to in Paragraph A of this Article. The said costs shall be a summation of the various cost items as follows: land, rights of way, easements, properties and permits; estimates, surveys, plans and specifications; engineering, inspection, supervision and construction; material, machinery, equipment and labor; financing charges; other expenses, necessary to or incident to the determining of feasibility or practicability of acquisition, improvement, development or construction; administrative expenses, fees and/or charges for legal services and all other contributing costs and expenses paid or payable

from the funds or revenues of the parties hereto, exclusive of grants from Federal funds, monies contributed by the State of Maryland payments previously made by any party to the constructing party for said purpose or any contributed capital by others than the parties hereto. If, for any reason, payment for construction is not, or cannot be, made as specified in the following Paragraph D, of this Article, interest charges on monies advanced by the City shall be added to the cost.

D. The City shall not be obligated to commence construction or installation of any additional facilities until such time as the other contributors of sewage served by the jointly-used facilities have assured the City that the funds required for their shares are in hand and available. Payment to the City shall become due and payable as the work progresses. Such payment, billed on the 15th day of each month for the previous month shall be due for the amount of work completed as of the 1st day of the month shall be due as of the 30th day of the month.

E. In the event of a shortage of funds, the parties agree to attempt to obtain funds as quickly as possible for the purpose of continuing, installing or performing the work as required, and mutually agreeable arrangements for payment as due from one party to the other shall be arranged by duly authorized representatives of the parties.

F. On or before the 1st day of March of each year the Sewerage Engineer of the City shall prepare and make a list of the jointly-used projects estimated for construction during the next two succeeding calendar years. This said list, submitted for review, shall include a general description of the capacity, estimated costs and the purpose for which the proposed projects are intended. Within 60 days after receipt of the said list of jointly-used facilities, the party receiving the list shall concur with the intention to financially participate in the costs as provided in this Article.

#### ARTICLE VII

#### REGULATION OF SEWAGE FLOW

A. The total annual flow of sewage in or through each jointly-used facility shall be determined as hereinafter set forth:

1. For the purpose of this agreement it is understood and

agreed that each and every water service connection to any property, the sewage from which property enters any jointly-used facility of either party to this agreement, shall be enumerated. Sewage flow from the properties so served shall be computed as follows:

(a) Each and every water meter installation serving a building or property within the geographic confines of the Sanitary Sub-District, which property is connected directly or indirectly to the jointly-used sewerage system of the City, shall be considered to contribute a volume of sewage per year equal to the registered quantity of water flowing through the meter each year.

(b) Each and every water meter installation 1-inch and/or larger in size serving an industrial and/or commercial property within the geographic confines of the Sanitary Sub-District, which installation is connected directly or indirectly to the jointly-used sewerage system of the City, shall be considered to contribute a volume of sewage per year equal to the registered quantity of water flowing through the meter each year adjusted to exclude any appreciable quantity of water which does not enter the sewerage system. The owner of each such property shall, at his option, install an approved measuring device to determine the quantity of water which is not discharged into the sewerage system. In any instance where the owner does not desire, or it is impractical to install a measuring device, the Engineer of the Sanitary Commission shall determine periodically, in such reasonable manner and by such reasonable method as shall be approved by the Sewerage Engineer of the City, that quantity of water which is not discharged into the sewerage facilities.

(c) Any property where water is used from a source or sources other than the metered supply system, which water is discharged into the sewerage system, shall install an approved, separate meter to measure the quantity of water received from any source or sources other than the metered water supply system. The contribution of sewage shall be considered to be the summation of the two metered flows. The Engineer shall determine the sewage flow as provided in Sub-Paragraph (b) of this Article for any property

which utilizes a multiplicity of water sources, in those instances in which it is impractical to or the owner does not wish to install a measuring device.

(1) The sewage flow from those properties described in the foregoing paragraphs shall be determined at each point of entry into the sewerage system of the other party. The annual sewage flow shall be the sum of the flows of such properties tributary to each such point of entry.

The sewage flow from those properties described in the foregoing paragraphs shall be determined at each point of entry into the sewerage system of the other party. Each and every such property tributary to each such point of entry shall be separately enumerated. The annual sewage flow from the properties described in the foregoing paragraphs shall be the summation of the annual water consumption in gallons delivered.

to each and every such property.

Whenever any property which uses water from the water supply system or from any other sources for any purpose in such a manner that the water so used is not discharged into the sewerage facilities, the volume of sewage from the said property shall be adjusted to exclude the quantity of water which does not enter the sewerage system as determined periodically by such reasonable method as shall be approved by the Sewerage Engineer having charge of that sewerage system. The methods and calculations for each such determination shall be available for review as provided in Article XV Access To Records.

The total annual sewage flow at each point of entry shall be the sum of the two sewage flows determined in the two preceding paragraphs.

B. In order to measure and record automatically the volume of sewage flowing from the sewerage system of one party into the sewerage system of the other party, recording-registering flow meters satisfactory to both parties shall be constructed, installed, and ready for regular continuous service within one year after execution of this agreement. Meters shall be installed at or near such points of entry as shall be agreed upon. The location of such meters shall be determined on the basis of the size of the sewer, the observed conditions of flow and the practical considerations for installing of metering equipment. Meters shall be installed by the party within whose boundary the meter is to be located. The cost of said meters, their installation, and their operation and maintenance shall be shared equally by both parties.

C. Where sewage flow meters measure the flow of sewage from the sewerage system of one party into the sewerage system of the other party, the party obtaining the readings shall report such readings once a month to the other party. The said readings shall supersede the method of determining the sewage contribution at such points of entry described in Section A (c) of this article.

At any point of entry, by reason of a new meter installation or by reason of meter failure, where the sewage flow is accurately metered for a minimum of 120 days in any year, then the daily flows for the entire year shall be considered to be the average daily flow for that period of the year that has been metered. The method of calculating the sewage flow as stipulated in Article XII, A, shall be used in every section of the County from which the sewage is not metered.

D. The enumerations of water meter services as stipulated in this Article, Paragraph A 1, sub-paragraphs (a) and (b), and the readings from the sewage flow meters referred to in Paragraph C shall be tabulated and summarized as of December 31 of each calendar year. This tabulation and summary shall be rendered by each party to the other party, between January 1 and March 10 of the next calendar year.

E. Each party shall maintain all metering and recording equipment under its supervision in good operating condition. Should either party fail to maintain any meter within its boundaries in good operating condition, the Sewerage Engineer of the other party may at his discretion, after written notice, cause the repair to be made or otherwise maintain the equipment and shall charge the other party for its share of the costs of such repair and maintenance.

#### ARTICLE XIII DETERMINATION OF SEWERAGE SERVICE CHARGES

The sewerage service charges shall be computed on a percentage basis, which percentage shall be the ratio of the volume of sewage flowing across the common boundary and originating in the County to the total flow in or through the jointly-used facility of the City by all contributors of sewage.

The calculations for charging The Sanitary Commission for sewerage services rendered by the City shall be composed of a sewerage service charge to the Commission for its share of operation and maintenance expenses of jointly-used facilities of the City and an annual charge for

debt service to the Commission for its share of the debt service of the City as applied to the jointly-used facilities of the City but exclusive of those facilities for which the Commission has paid its share of the construction costs. As used in this Article, the term "debt service" shall mean interest and amortization on outstanding indebtedness, which shall include through reductions contributions to sinking funds in connection therewith during the calendar year and payments for the redemption of serial bonds.

The Sanitary Commission shall pay to the City annually a Sewerage Service Charge representing the Commission's share of direct costs incurred by the City for transporting, pumping, treating and disposing of County sewage handled by the Patapsco Sewage Treatment Works during the preceding calendar year. The above-mentioned direct costs shall include all the operating and maintenance costs for jointly-used facilities. They shall also include an applicable percentage of the operating management costs reported for the City's Division of Executive Direction and Division of Pumping and Treatment as well as other Bureau expenses properly chargeable to the Bureau of Sewers.

If at any time a jointly-used facility is not longer used by one of the parties to this agreement, the said party will no longer be charged for the use of the facility.

A. Computation of Operation and Maintenance Costs

1. Determine the total annual sewage flow contributed by the Sanitary Commission to each jointly-used City-operated pumping station and to the Patapsco Sewage Treatment Works, as provided in Article XI of this agreement. For each jointly-used City-operated facility, divide the annual sewage flow, as defined in the first paragraph of this Article, through that facility by the annual metered total flow through the facility to obtain a factor expressed as a percentage. This factor represents the Commission's proportionate share in the operating and maintenance costs for that facility. Multiply the total operating and maintenance costs, including all payroll expenses, i.e., payroll, pensions, Social Security payments and Workmen's Compensation payments, for each jointly-used City-owned facility

by the percentage factor derived as outlined above in this paragraph. The total of these partial costs is the amount of the Commission's obligation to the City for operating and maintaining said facilities.

B. Computation of Operating Management Costs

1. Divide the total annual metered flow to the Patapsco Sewage Treatment Works by the total annual metered flow at all City sewage treatment plants to obtain a factor showing Patapsco's proportion of the total annual sewage treated by the City. Divide the Commission's applicable annual sewage flow to the Patapsco Plant by the total annual metered sewage flow to the plant to obtain a factor showing the Commission's applicable proportion of the total sewage flow to the Patapsco Plant. Add together the operating management costs for the Division of Executive Direction and the Division of Pumping and Treatment Works of the City Bureau of Sewers. Multiply the sum so obtained by the product of the two factors outlined in this paragraph. The result shall be the amount of the Commission's obligation to the City for the operating management factor of the Sewerage Service Charge.

C. Computation of Applicable Expenses of Other-Bureau Services

1. Six (6%) per cent of the Commission's share of the sum of (a) the operation and maintenance costs and (b) the operating management costs, both as provided in Article XIX, Paragraphs A and B, shall be the amount of the Commission's obligation to the City for the expenses of the Other-Bureau Services for the sewerage service charges.

D. Computation of Interest and Amortization

1. Total debt service for Baltimore City applicable to the Bureau of Sewers of the City only, shall be determined for the applicable calendar year, as defined in Article XIX, which debt service shall then be multiplied by the ratio which the value of each jointly-used facility operated and maintained by Baltimore City bears to the total value of the sewerage system of Baltimore City.

Example:

$$\text{Total Applicable Debt Service X } \frac{\text{Value of Jointly-used Facility}}{\text{Total Value of Sewerage System}} =$$

#### Debt Service for Facility

The debt service chargeable to Anne Arundel County Sanitary Commission for each jointly-used facility operated by Baltimore City shall be the debt service for that facility, computed in the manner prescribed in the example set forth above, multiplied by the ratio which the annual sewage flow from Brooklyn Park Sanitary Sub-District through that facility bears to the total annual sewage flow through that facility. The sum of the debt service charges applicable to the Commission for each jointly-used facility operated by the City shall be the amount of interest and amortization to be used in computing the Sewerage Service Charges to be paid by the Commission to the City. Those jointly-used facilities, for which the Commission has contributed its proportionate share of construction costs, shall be exempt from debt service charged.

A. The term "value", as applied to the sewerage system of the City or any parts thereof and as used in Section D of this Article shall be the total of (a) the evaluation of the jointly-used facilities of the sanitary sewerage system as of December 31, 1931, as it appears in the ledgers of the Bureau of Accounts and Disbursements of Baltimore City, and (b) all costs of construction, installation, additions and improvements subsequent to December 31, 1931. The costs of construction shall mean all costs involved in construction, installation, additions and/or improvements of any sewerage system facility including material, labor, engineering, overhead and all other contributing costs and expenses paid or payable from the funds or revenues of the parties hereto, exclusive of grants from Federal funds, monies contributed by the State of Maryland, payments previously made by either party to the other party or any contributed capital by others than the parties hereto.

#### B. Payment

1. The Sanitary Commission shall pay to the City the total of the various sums owed by the Commission to the City arrived at by the method outlined in Sections A, B, C and D above.

3. The City shall submit to the County the total enumerated in Paragraph B 1 above by June 1 of each year. Said sum so due and owing shall be payable one month after date of such submittal.

ARTICLE XIV. CHARGES TO BE RECALCULATED ANNUALLY

Both parties agree that the charges for sewerage service shall be recalculated each year for service rendered during the entire preceding year. Each party shall submit in writing to the other party the readings of all sewerage flow meters installed in sewers, vaults, manholes and pumping stations as stipulated in Article XIII and Article V and shall also submit the number of water meter and water service connections and computed sewerage flows, as stipulated, which are connected to and/or tributary to the sewerage system of the party and which sewage is ultimately treated at the Patapoco Sewage Treatment Plant. The report submitting the meter readings and calculated sewerage flows shall specify such locations and points of entry into the sewerage system as herein provided.

ARTICLE XV ACCESS TO RECORDS

Either party to this agreement shall have ready access to all plans, office and field records, costs, accounts, records, files and calculations made to determine the total annual charge for sewerage service, together with all data pertaining to the terms, stipulations, and fulfillment of this agreement, and bearing upon the determination of the costs and charges involved, and every facility shall be furnished upon reasonable notice to make said information available for examination. All of the above-mentioned information shall be brought up to date at intervals not to exceed six months.

ARTICLE XV OPERATION AND MAINTENANCE OF FACILITIES

It is agreed by both parties that each party shall solely supervise the design, construction, operation and maintenance of the various facilities of their respective sewerage systems.

ARTICLE XVI TERM OF AGREEMENT AND ARBITRATION

The agreement of August 14, 1939 hereinabove referred to, shall be and the same is hereby rescinded as of January 1, 1960.

This agreement shall be retroactive to January 1, 1960, and shall continue in force and effect until January 1, 1965.

Both parties agree to review the provisions of this agreement during the year 1964 in order to reach a mutually acceptable agreement on or before January 1, 1965. Both parties agree that the termination of this agreement shall not in any way affect the continued reception, transmission, pumping, treatment and/or disposal of sewage. It is further agreed that in the event of a termination of this agreement payments shall continue and shall be calculated in the same manner as set forth in this agreement and that any subsequent agreement modifying said payments shall be retro-active to the date of termination of this agreement.

In the event of any disagreement between the parties to this agreement, both parties agree to confer for a period of ninety (90) days or less in order to adjust the differences between the parties. Should the parties fail to agree within the said ninety (90) day period, each of the parties hereto shall appoint a negotiator. Should the two negotiators fail to settle the existing differences, within ninety (90) days, they shall both agree on a third negotiator, who shall be Chairman. If the two negotiators cannot agree on a third negotiator, the Chief Judge of the Court of Appeals of Maryland shall designate the third negotiator, who shall be Chairman. The decision of a majority of negotiators shall be final and binding upon both parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have properly executed this Agreement, as of the day, month and year first above written.

ANNE ARUNDEL COUNTY SANITARY COMMISSION

By: [Signature]  
Commissioner  
[Signature]  
Commissioner  
[Signature]  
Chairman

ATTEST:

[Signature]

Approved as to Form and Legal Sufficiency:

[Signature]  
Counsel for the Sanitary Commission

ATTEST:

[Signature]  
H. Apple, Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By: [Signature]

BOARD OF ESTIMATES OF BALTIMORE CITY

By: Theodore R. McEldin  
THEODORE R. McELDIN, Mayor

Thomas D'Alesandro 3rd  
THOMAS D'ALESSANDRO 3rd, President

Hyman A. Pressman  
HYMAN A. PRESSMAN, Comptroller

Bernard L. Werner  
BERNARD L. WERNER, Director of  
Department of Public Works

Joseph Allen  
JOSEPH ALLEN  
City Solicitor

APPROVED:

Bernard L. Werner  
BERNARD L. WERNER, Director  
of Public Works

APPROVED:

C. E. Keeser  
C. E. KEESER, Sewerage Engineer

Approved as to Form and Legal Sufficiency  
this day of 19

Joseph Allen  
City Solicitor

Joseph Allen  
City Solicitor

APPROVED BY BOARD OF ESTIMATES  
AUG 28 1963 R. A. [Signature]  
DEPUTY COMPTROLLER

023694.B.1.d.i

AGREEMENT

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THIS AGREEMENT, made this day of SEP 20 1972, 1972, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation (hereinafter referred to as the "City"), and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as the "County").

WHEREAS, the General Assembly of the State of Maryland has established through Legislative Acts that Baltimore City has a statutory obligation to supply water to the Metropolitan District of Baltimore County at cost, without profit or loss, and that the County has a corresponding obligation to pay the actual costs incurred by the City in the capital investment, the operation and maintenance, and the management entailed in the provision of water to the County; and

WHEREAS, by existing agreements and Legislative Acts by the General Assembly of Maryland, Baltimore City supplies filtered water to portions of Anne Arundel and Howard Counties and raw water to portions of Carroll and Harford Counties from the Baltimore Water System; and

WHEREAS, it is the purpose of the parties hereto to continue the operation of the Baltimore Water System and to establish a method for the computation and payment of expenses incurred by Baltimore City and Baltimore County in connection with said water system; and

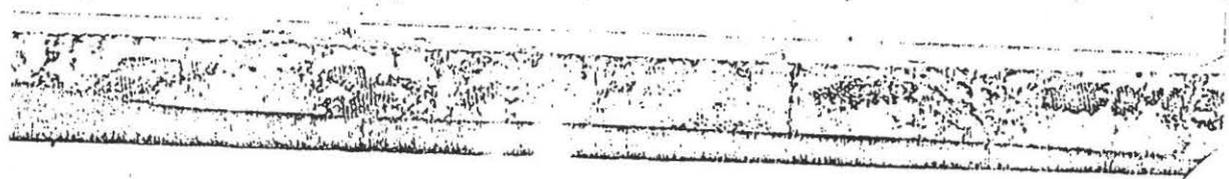
WHEREAS, it is contemplated that by this Agreement Raw Water, Treatment, and Filtered Water Facilities which shall benefit Baltimore City and Baltimore County and other political subdivisions shall be constructed and/or improved;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the covenants, agreements and payments, hereinafter set forth, it is mutually covenanted and agreed as follows:

ARTICLE I DEFINITIONS

A. "Baltimore Water System" is hereby defined as the Raw Water, Treatment, and Filtered Water Facilities that serve all of Baltimore City and portions of Anne Arundel, Baltimore and Howard Counties with Filtered Water and portions of Harford and Carroll Counties with Raw Water.



- B. "Capital Expenditure" is hereby defined as all costs involved in the construction and/or installation of any water facility and shall include but shall not necessarily be limited to the sum of the following items: Land and/or rights-of-way, surveys, borings, material, labor, preliminary design and field engineering, construction costs, supervision and inspection of construction, overhead, and all other contributing costs or expenses. Repair and/or rehabilitation costs, paid from bond money, may be considered a capital expenditure. Capital expenditures, as the term applies in this Agreement, shall be reduced by the amount of any grant from the Federal government, the State of Maryland, or any capital contributions by others than the parties to this Agreement.
- C. "Debt Service" is hereby defined as the interest and amortization payments made during any given fiscal year on any given bond issue less any interest earned on temporary investments of unexpended bond funds plus interest that would have been earned on funds advanced to bond funds from other funds due to an expenditure of bond funds prior to issue. Interest earned on temporary investments shall be calculated by using the average monthly cash balance of each bond issue adjusted by the average percentage of available funds invested and multiplied by the average rate of earnings on investments.
- D. "Director" shall mean the Director of Public Works of Baltimore City or Baltimore County, or their duly authorized representatives.
- E. "Filtered Water" is water delivered to the distribution system after Filtration and Treatment.
- F. "Filtered Water Facilities" are hereby defined as the Filtered Water Pipelines, Filtered Water Pumping Stations and Filtered Water Reservoirs that are used in the conveyance of Filtered Water to the consumer.

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7 111
- G. "Flow Distribution Method" requires a hydraulic analysis, usually done on an analog and/or digital computer, of the Water System or portion of the Water System based on the design requirements used to select any Improvement. Ratios of cost responsibility shall be developed by dividing the rate of Water to be supplied to each political subdivision by said Improvement under the design requirements used to select the Improvement by the total rate of Water to be supplied to all of the political subdivisions by said Improvement under the design requirements used to select the Improvement.
- H. "Incremental Volume Method" requires a tabulation of the estimated increase in peak daily Filtered Water usage projected for each political subdivision from the time the Improvement is to be placed in service until the end of the design period. Ratios of cost responsibility shall be developed by dividing the increase in peak daily Filtered Water usage projected for each political subdivision by the total increase in peak daily Filtered Water usage for all of the political subdivisions.
- I. "Major repair and/or rehabilitation" is hereby defined as a restoration of a Filtered Water Facility which does not increase its capacity and whose cost exceeds \$10,000.
- J. "Metropolitan District of Baltimore County" shall mean that territory as outlined and defined in Section 1 of Chapter 539 of the Acts of 1924 and, such extensions as have been approved, and as may be hereafter approved.
- K. "Political Subdivision" is hereby defined as the governments of Baltimore City, Baltimore County, Anne Arundel County, Howard County, Carroll County and/or Harford County.
- L. "Raw Water" is water obtained from a river, stream, or reservoir prior to treatment.
- M. "System Unaccounted Water" is hereby defined as the difference between Filtered Water delivered to the Baltimore Water System

and the sum of the total metered and the total unmetered water consumption.

- N. "System Volumetric Method" requires a tabulation of the actual quantity of Filtered Water, including Zonal Unaccounted Water, supplied to each political subdivision in all of the Zonal Distribution Systems. Ratios of cost responsibility shall be developed by dividing the actual quantity of Filtered Water, including Zonal Unaccounted Water, supplied to each political subdivision by the total quantity of Filtered Water, supplied to all the political subdivisions.
- O. "Unmetered Consumption" is hereby defined as the number of flat rate water service bills issued during the current fiscal year for the First Zone multiplied by 13,300 cubic feet per year and the number of flat rate water service bills issued during the current fiscal year for the Second Zone multiplied by 19,500 cubic feet per year.
- P. "Zone" is hereby defined as a subdivision of the Filtered Water portion of the Baltimore Water System in which a uniform static pressure range is maintained.
- Q. "Zonal Distribution System" is the network of pipelines within a zone that conveys Filtered Water from a Treatment Plant, a Filtered Water Pumping Station, or a Filtered Water Reservoir to the consumer.
- R. "Zonal Unaccounted Water" is hereby defined as the difference between the quantity of Filtered Water supplied to the zone and the sum of: (a) metered water consumption, (b) unmetered water consumption, and (c) quantity of Filtered Water delivered to other zones.
- S. "Zonal Volumetric Method" requires a tabulation of the quantity of Filtered Water, including unaccounted water, actually supplied to each political subdivision in the Zonal Distribution System or Systems served by said Pipelines, Pumping Stations, and/or

Storage Facilities. Ratios of cost responsibility shall be developed by dividing the quantity of Filtered Water, including unaccounted water, actually supplied to each political subdivision by the total quantity of Filtered Water, including unaccounted water, actually supplied to all the political subdivisions served by said Pipelines, Pumping Stations, and/or Storage Facilities.

ARTICLE II RIGHTS OF CITY AND/OR COUNTY NOT TO BE ABROGATED

- A. Nothing in this Agreement shall limit or abrogate any right or rights delegated to Baltimore City or Baltimore County by Acts of the General Assembly of the State of Maryland.
- B. It is further understood and agreed that the police, legislative, and governmental powers of the Mayor and City Council of Baltimore, Maryland, and the County Executive and County Council of Baltimore County, Maryland, are in no sense attempted to be abridged or restricted by this Agreement.
- C. Each signatory hereto agrees to recognize all rights and privileges acquired by acquisition of property and/or rights-of-way, each from the other and/or from other parties, and each such exception as may have been granted or will be granted each to the other and/or to other parties.

ARTICLE III RESPONSIBILITIES FOR NEW FACILITIES

Each party to this Agreement shall be responsible for planning, designing, and constructing Filtered Water Facilities located within its boundaries, except as authorized by the Acts of the General Assembly. Each party to this Agreement contributing to the cost of a Filtered Water Facility constructed by the other party shall have the right to review reports, plans, and financing of said facilities.

The planning, designing and constructing of all Raw Water Facilities, Raw Water Pipelines and Treatment Facilities shall be the responsibility of the City. The County shall have the right to review reports and plans of said Facilities. The financing of such Facilities, including the sharing of engineering and all other pre-

iminary costs shall be the subject of future agreements.

ARTICLE IV JOINT PLANNING

In order to provide data on which to base plans for future increases in the capacity of existing facilities and the construction of new facilities, the City and the County shall continue to maintain a jointly-staffed office that shall make detailed hydraulic, economic, and statistical studies of the entire Baltimore Water system. Assigned personnel and costs associated therewith shall be borne exclusively by the party from which said assignments originate. All other costs related thereto shall be apportioned in the Annual Water Statement.

Other political subdivisions, not party to this Agreement, shall be invited by the City and Baltimore County to contribute personnel and a proportionate share of the office expenses for joint planning. If the other political subdivisions decline to actively participate in designing future improvements to the Baltimore Water system, the system shall be designed to meet requirements of the City, Baltimore County and those other political subdivisions who form the joint planning office.

ARTICLE V CONSTRUCTION OF FILTERED WATER PIPELINES

All Filtered Water Pipelines and appurtenances shall be designed and constructed in accordance with the applicable codes, rules and regulations of the party within whose boundaries the construction is located.

ARTICLE VI INSPECTION OF PREMISES

The premises of all water supply properties in the territories of the parties to this Agreement may be entered and inspected by either party's Director or his representative after proper authorization has been secured.

ARTICLE VII OPERATION AND MAINTENANCE OF THE BALTIMORE WATER SYSTEM

Baltimore County, shall, on an annual fiscal year basis, pay its proportionate share of all expenses resulting from the operation, maintenance and administration of the Raw Water Facilities, the Treatment Facilities, and the Filtered Water Facilities that constitute the Baltimore Water System.

- A. All expenses involved with the operation, maintenance, and administration of the following facilities and/or functions shall be proportioned by the System Volumetric Method:

1. The collection, transmission and treatment of Raw Water.
  2. The General Supervision of the Administration Section of the Division of Water Supply of Baltimore City except those charges excluded under Article IV of the Agreement.
  3. The Engineering Services in the Division of Water Supply not charged to specific projects.
  4. The operation and maintenance of all pipelines in the Zonal Distribution Systems within Baltimore City until June 30, 1972. Effective July 1, 1972, and continuing thereafter, this item shall include only the operation and maintenance of pipelines twelve inches and larger in the Zonal Distribution Systems within Baltimore City.
  5. The storerooms and yards utilized in the operation and maintenance of Filtered Water Facilities.
- B. All expenses involved with the operation, maintenance and administration of the following facilities, including repairs not covered by Article IX, paragraph B of this Agreement, shall be proportioned by the Zonal Volumetric Method:
1. The chlorinator stations operating in conjunction with Filtered Water Pumping Stations, Reservoirs and Tanks in the Baltimore Water System.
  2. The Filtered Water Pumping Stations supplying the Baltimore Water System.
  3. The Filtered Water Reservoirs and Tanks supplying the Baltimore Water System.
- C. All expenses involved with the operation, maintenance, and administration of the following facilities and/or functions shall be by actual expenses for these services rendered to Baltimore County.
1. The engineering services rendered by the City on County projects.
  2. The field inspection rendered by the City on County projects.

3. The installation and repair of water meters and the investigation of complaints within Baltimore County.
  4. The services rendered by the City Water Consumer Service Division for Baltimore County, including postage.
  5. The operation and maintenance of the Zonal Distribution Systems within Baltimore County.
- D. To the expenses set forth in paragraphs A, B and C of this Article shall be added an amount of six (6) per cent which shall represent all additional expenses incurred by Baltimore City, except as otherwise set forth in other Articles of this Agreement.

ARTICLE VIII METERED WATER BILLING AND CUSTOMER SERVICE CHARGES

- A. Baltimore County shall, on an annual basis based on a fiscal year, bear its proportionate share of all expenses resulting from the preparation, issuance and collection of filtered water meter bills, including fire line bills; but excluding flat rate bills, as follows:
1. The amount chargeable for the processing of metered water bills and fire line bills by the Baltimore City Bureau of Collections is hereby established as forty (40) per cent of the direct expenses incurred by said Bureau. Except for expenses relating to Parking Meter Personnel, said expenses shall include salaries, miscellaneous expenses, telephone, payroll and office rental. To these expenses shall be added an amount of six (6) per cent which shall represent all additional expenses incurred by Baltimore City, except as otherwise set forth in other Articles of this Agreement.
  2. The amount chargeable for the processing of metered water bills and fire line bills by the Baltimore City Bureau of Data Processing shall be all direct and indirect expenses incurred by the Metered Water Section of said

Bureau. Said expenses shall include equipment rental, salaries, miscellaneous expenses, payroll and office rental. To these expenses shall be added an amount of six (6) per cent which shall represent all additional expenses incurred by Baltimore City, except as otherwise set forth in other Articles of this Agreement.

3. The amount chargeable to Baltimore County for the processing of metered water and fire line bills by the Bureau of Collections and the Bureau of Data Processing shall be based on the unit cost per metered water and fire line bills multiplied by the total number of said bills issued for the County. The unit cost of said bills shall be determined by dividing the sum of the expenses derived by the procedures described in the foregoing paragraphs 1 and 2 by the total number of bills issued for metered water and fire lines.

B. Baltimore County shall, on an annual fiscal year basis, bear its proportionate share of all expenses resulting from the processing of complaints and requests for information, as follows:

1. The amount chargeable to the Baltimore Water System for the processing of complaints from water consumers shall be the product of expenses properly chargeable to the City's Customer Services Division and the ratio developed by dividing the number of water complaints by the total number of complaints processed by that Division. Said expenses shall include salaries, miscellaneous expenses, utilities, payroll and office rental. To these expenses shall be added an amount of six (6) per cent which shall represent all additional expenses incurred by Baltimore City, except as otherwise set forth in other Articles of this Agreement.

2. The amount chargeable to Baltimore County for the processing of complaints by the Customer Services Division shall be the product of expenses properly chargeable to the Baltimore Water System (as calculated in 1. above) and the ratio developed by dividing the number of Baltimore County Water accounts by the total number of accounts in the Baltimore Water System.

ARTICLE IX DEBT SERVICE

Debt Service resulting from bonds issued by either party to this Agreement for mutually beneficial improvements for which cash reimbursements have not been made by the party other than the issuer party shall be apportioned in the Annual Water Statement, as set forth in this Article.

- A. For improvements accomplished after June 30, 1970:
  1. Repair and/or rehabilitation of Raw Water and Treatment Facilities - System Volumetric Method.
  2. Repair and/or rehabilitation of Filtered Water Pumping and Storage Facilities - Zonal Volumetric Method.
- B. Capital expenditures from any bond issue for mutually beneficial improvements, accomplished or under way prior to June 30, 1970, that have been apportioned on the Fiscal 1970 Annual Water Statement shall be continued to be apportioned on the same basis as reflected in said Statement until such time as this Agreement may be amended in reference thereto.
- C. The Debt Service allocated to each political subdivision shall be calculated in the following manner:
  1. Debt Service during any fiscal year for each bond issue shall be divided by the total capital expenditures to date from that issue to obtain the debt service percentage for that year for each bond issue.

2. The capital expenditures apportioned, by the methods specified in paragraphs A and B of this Article, to each political subdivision from each bond issue shall be multiplied by the appropriate debt service percentage to obtain the debt service allocated to each political subdivision from each bond issue.

ARTICLE X MAJOR REPAIRS AND REHABILITATIONS TO FILTERED WATER PIPELINES, TWELVE INCHES AND LARGER IN DIAMETER

Costs for major repairs and/or rehabilitations to Filtered Water Pipelines, twelve inches and larger in diameter, in the Baltimore Water System shall be apportioned by the original capital construction allocation if the original allocation was made by the Flow Distribution Method. If this was not the Method originally used, then the above mentioned costs shall be apportioned by the Flow Distribution Method for the current design period. This Article shall apply regardless of the Method of payment, i.e. cash contribution, debt service payments or by the Annual Water Statement.

ARTICLE XI FUTURE FACILITIES

- A. Whenever new Water Facilities and/or enlargements, additions or improvements to existing Water Facilities that may be mutually beneficial to the parties to this Agreement and/or to other political subdivisions are deemed necessary by either party to this Agreement, the Director of the City or the County, in whichever the aforementioned work would be performed, shall promptly notify or be notified by the Director of the other party to this Agreement of the need for said work. Other political subdivisions, not party to this Agreement that may receive benefit from said work shall also be notified by the Director of the City/County wherein the work is to be performed. The Director of the City or the County in whichever said work would be performed shall prepare and transmit the necessary preliminary studies, designs, and cost estimates to the Director of the other party to this Agreement for his review and approval. The Director shall also transmit the aforementioned design and cost information to any other

political subdivision that may receive benefit from said work.

- B. The capital expenditures for the mutually beneficial Water Improvements constructed after June 30, 1970, shall be apportioned to each benefitted political subdivision by the following methods:
1. Filtered Water Pipelines - Flow Distribution Method.
  2. Filtered Water Pumping Station and Storage Facilities - Incremental Volume Method.
- C. Capital expenditures allocated to each political subdivision shall be the responsibility of that political subdivision.
- D. Before either party to this Agreement commences a Future Facility as defined in paragraph A of this Article the party not executing the work shall certify to the party executing the work that funds for its share of participation are available. In the event that funds are not available, the parties agree to attempt to obtain funds as expeditiously as possible.
- E. Payment to the party executing the work shall be made by the other party on the basis of progress payments by the executing party based upon work completed. Such payment, billed on the 15th day of each month for the proportionate share of the amount of work completed as of the 1st day of the month, shall be due as of the 15th day of the following month.
- F. On or before the 1st day of November of each year, the Directors shall prepare and exchange lists of mutually beneficial water facilities scheduled for construction in their respective political subdivisions during the two subsequent fiscal years. The said lists, submitted for reciprocal review by both parties to this Agreement and to other political subdivisions, shall include a general description of the projects, estimated costs, estimated ratios of cost responsibility and the purpose for which the proposed projects are intended. Within sixty (60) days after receipt of said lists of mutually beneficial facilities, the party receiving the list shall confirm its intention to financially participate in the costs as provided in this Article and Article IX. The approval of the City and

Counties is subject to further approval in the case of Baltimore City, by the Board of Estimates, in the case of Baltimore County, by the County Executive, and, in the case of other political subdivisions, by appropriate resolution of the governing body.

ARTICLE XII COSTS TO BE RECALCULATED ANNUALLY

A. Annual Water Statement

On or before the 31st day of December of each year, the City shall submit to the County a statement showing computations of the County's share of costs for the preceding fiscal year. The computations shall be jointly prepared by the City and County as shown in the attached exhibit for fiscal 1970 and shall be in accordance with the principles and methods of costing as set forth in Articles VII, VIII and IX.

B. Payment

If the County's share of costs exceeds billed revenues from County consumers, less abatements, the County shall remit the difference to the City within sixty (60) days of receiving the Annual Water Statement. If billed revenues from County consumers, less abatements, exceed the County share of costs, the City shall remit the difference to the County within sixty (60) days of forwarding the Annual Water Statement.

ARTICLE XIII ACCESS TO RECORDS

Each party of this Agreement shall have ready access to all plans, office and field records, cost accounts, records and files of the Baltimore Water System of the other party.

Either party shall have ready access to all schedules, programs, and cost estimates relating to altering or enlarging the Baltimore Water System, or any part thereof.

Each party shall have ready access to all information, records, calculations, and data used to prepare the Annual Water Statement.

ARTICLE XIV ARBITRATION

In the event of any disagreement between the parties to this Agreement over the terms of the Agreement, the parties shall submit, on the demand of either, the matter to arbitration in the following manner: The County shall appoint one arbitrator and the City shall appoint one arbitrator. The two arbitrators so appointed shall select a third, who shall be chairman of the board of arbitration. If the two arbitrators are unable to agree upon the third arbitrator, the Chief Judge of the Court of Appeals shall be requested to designate such third arbitrator, and the written decision of the majority of the board of arbitration shall be final and binding upon both parties.

ARTICLE XV TERM OF AGREEMENT

This Agreement shall be retroactive to July 1, 1969 and shall continue in force and effect until amended by the parties hereto or until a new Agreement is made between the parties.

If it becomes necessary or desirable in the opinion of either party to amend this Agreement, such party shall so notify the other in writing at least 30 days before the end of any calendar year. Such party shall accompany its written notification with a draft of its desired amendment or new Agreement. If the parties are unable to agree, the present Agreement shall continue in force. In the case of disagreement, either party may initiate arbitration proceedings according to Article XIV, above.

If the parties agree to terminate this Agreement, it is understood that the City shall continue to furnish filtered water to consumers in the Baltimore water system, until Chapter 539 of the Acts of 1924 is amended or repealed.

IN WITNESS WHEREOF, the parties hereto have properly executed this Agreement, as of the day, month and year first above written.

ATTEST:

(CITY SEAL)

Lawrence B. Daley  
Lawrence B. Daley, Deputy Treasurer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Charles T. LeViness  
Charles T. LeViness  
Chief Assistant Solicitor  
Baltimore Law Department  
9-19-72

MAYOR AND CITY COUNCIL OF BALTIMORE

William W. Schaefer  
Mayor

APPROVED: SEP 20 1972  
BOARD OF ESTIMATES OF BALTIMORE

By: Richard A. Lidinsky  
Richard Lidinsky  
Clerk





AGREEMENT

MAR 6 1974

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1974, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation (hereinafter referred to as the "City"), and BALTIMORE COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as the "County").

WHEREAS, the General Assembly of the State of Maryland by an Act known as Chapter 539, of the Acts of 1924, created a Metropolitan District within Baltimore County, Maryland, said district being contiguous to Baltimore City, and authorized the County to construct, maintain and operate sewerage systems within said Metropolitan District, and by an Act known as Chapter 729, of the Acts of 1939, authorized the County to enter into contractual agreements with the City for the disposal of sewage or drainage, and for the establishment, construction, operation and enlargement of water supply, sewerage or drainage systems, and for the costs, rentals, service charges or other fees in connection therewith; and

WHEREAS, the County and the City entered into agreements dated December 6, 1945, and January 30, 1963, providing for the construction of sewers and for the discharge of sewage from the Metropolitan District of the County into certain sewerage systems of the City; and

WHEREAS, since the agreements dated December 6, 1945, and January 30, 1963, there have been substantial increases in population, volume of sewage, operation and maintenance costs, and costs of construction of the jointly-used sewerage systems; and

WHEREAS, it is the purpose of the parties hereto to continue the operation of jointly-used sewerage systems between the City and the Metropolitan District of the County, and to establish a method for the computation and payment of costs incurred by the City and the County in connection with said jointly-used sewerage systems:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

THAT IN CONSIDERATION of the covenants, agreements and payments hereinafter set forth, it is mutually covenanted and agreed as follows:

ARTICLE I DEFINITION

A. "Capital Expenditure" is hereby defined as the net costs involved in the construction and/or installation of any sewer facility and shall include, but not limited to, the sum of the following items: Land and/or rights-of-way, surveys, borings, material, labor preliminary design and field engineering, supervision, construction and inspection of construction, overhead, and all other contributing costs or expenses. Repair and/or rehabilitation costs, paid from bond money, may be considered a capital expenditure. Capital expenditures shall be exclusive of grants from the Federal government, the State of Maryland, or any capital contributions by others than the parties to this Agreement.

B. "Debt Service" is hereby defined as the interest and amortization payments made during any given fiscal year for any given bond issue less any interest earned on temporary investments of unexpended bond funds or sinking funds plus interest that would have been earned on funds advanced to bond funds from other funds due to an expenditure of bond funds prior to issue. Interest earned on temporary investments shall be calculated by using the average monthly cash balance of each bond issue adjusted by the average percentage of available funds invested and multiplied by the average rate of earnings on investments.

C. "Design Flow Method" is a method of cost allocation determined from a tabulation of the projected volume of sewage to be contributed by each party to this Agreement that was used to design the proposed jointly-used facility. Ratios of cost responsibility for additional facilities including the addition of secondary or advanced waste treatment are developed by dividing the designed ultimate capacity allocated to each party to this Agreement by the projected total designed ultimate capacity allocated to both parties to this Agreement. Ratios of cost responsibility for the expansion of existing facilities are developed by dividing the increase in flow projected for each political subdivision to the design year by the total increase in flow projected to the design year for all of the political subdivisions.

D. "Director" shall mean the Director of Public Works of Baltimore City or Baltimore County, or their fully authorized representatives.

E. "Facility" for the purpose of this Agreement shall mean any installation including real and personal property that is used or useful for the purpose of receiving, transmitting, pumping, treating and/or disposing of sewage or sludge.

F. "Jointly-used Facility" is hereby defined as any facility that receives, transmits, pumps, treats and/or disposes of the sewage from both parties to this Agreement.

G. "Metropolitan District of Baltimore County" shall mean that territory as outlined and defined in Section I of Chapter 539 of the Acts of 1924, and, such extensions as have been approved, and as may be hereafter approved, in accordance with the provisions and limitations of Section 14 of Chapter 539 of said Acts.

H. "Political subdivision" is hereby defined as the governments of Baltimore City and/or Baltimore County.

I. "Sanitary Sewer" is a pipe or conduit the specific purpose of which is to carry waste waters as defined below.

J. "Wastewater or Sewage" consists of the water-carried waste discharged from the dwellings, business buildings, institutions and industrial establishments, supplemented in some instances by industrial wastes, surface and sub-surface waters and storm waters.

K. "Storm Drain" is a conduit or pipe through which storm water, condensate, cooling water, street wash and other wash waters or drainage flow and from which waste water is excluded.

L. "Storm water" is excess water running off from the surface of a drainage area during and immediately following rainfall, snowfall or other meteorological precipitation.

M. "Subsurface water" is water that occurs in the lithosphere. It comprises suspended water and ground water.

N. "Surface water" is water that rests on or flows over the surface of the lithosphere.

O. "Volumetric Method" is a method determined by an annual tabulation of the volume of sewage contributed by each party to this Agreement to each jointly-used facility. Ratios of cost responsibility are developed by dividing the volume of sewage contributed by each party to this Agreement to the total volume of sewage that is received, transmitted, pumped, treated and/or disposed of by each jointly-used facility.

#### ARTICLE II RIGHTS OF CITY AND/OR COUNTY NOT TO BE ABROGATED

A. Nothing in this agreement shall limit or abrogate any rights or rights delegated to Baltimore City or Baltimore County by Acts of the General Assembly of the State of Maryland.

B. It is further understood and agreed that the police, legislative and governmental powers of the Mayor and City Council of Baltimore, Maryland, and of the County Executive and County Council of Baltimore County, Maryland, are in no sense attempted to be abridged or restricted by this Agreement.

C. Each signatory hereto agrees to recognize all rights and privileges acquired by acquisition of property and/or rights-of-way, each from the other and/or from other parties.

#### ARTICLE III RIGHT OF REVIEW

Each party contributing to the cost of a sewerage facility constructed by the other party shall have the right to review and approve reports, plans, bids and financing of said facility prior to award of a contract for said facility.

Any costs associated with said review shall be borne exclusively by the reviewing party.

Nothing in this Article shall limit or abrogate any right or rights of the parties to this Agreement to enter into other agreements for the planning, designing and constructing of sewerage facilities.

#### ARTICLE IV LIMITATION OF TERRITORY

This Agreement applies to the Service Areas of the Back River Waste Water Treatment Plant and the Eatapsco Waste Water Treatment Plant.

#### ARTICLE V INTERCONNECTIONS OF THE SEWERAGE SYSTEMS

To the extent hereinafter provided, each party to this Agreement shall permit the other party to discharge sewage from the other's sanitary sewers into its sanitary sewers by allowing the other party to connect to its sewers.

A. The sanitary sewers of either party shall be connected with the sanitary sewers of the other party only at such points and to such extent as may be designated by the other party in writing.

B. The Directors of Public Works of the respective parties shall transmit to their counterparts, not later than November 1 of each year, projections of flows from their subdivision to the other by point of entry. Based upon said criteria, the respective Directors of Public Works shall prepare a Six-Year Capital Improvement Program designed to accommodate the flows from one system into the other, together with those facilities required to handle the estimated flows within his respective subdivision.

C. By January 15 the Directors shall agree as to the appropriate

division of costs of such jointly-used facilities, based on the design flow method.

D. Not later than July 1, the Directors shall notify their counterparts of those system facilities that have been included in the officially adopted Capital Improvement Program and shall also provide data by years on flows to be accommodated at each point of entry and capacities to be made available for the other parties flows, all predicated upon the completion of such improvements. Each such annual notification will be deemed to supercede all prior such notifications and shall be binding for the ensuing period.

E. The Director of the originating jurisdiction shall limit the number of connections and flows to those flows which the Director of the other party indicates may be safely accommodated. The parties to this Agreement do hereby acknowledge the statutory responsibility of the Department of Health and Mental Hygiene in reference to the adequacy of sewerage systems and agree to submit any disputes concerning the physical aspects of the system to said Department for adjudication.

F. Each party shall be notified in writing at least five (5) days before the making of any connections to its sewerage system by the other party so as to permit the inspection of construction of said connections at the site of said work.

ARTICLE VI STORM WATER, SURFACE WATER AND OTHER MATERIALS NOT  
TO BE DISCHARGED INTO SANITARY SEWERS

A. Storm water, surface water, subsurface water and other non-polluted wastes shall not be discharged into those sanitary sewers which drain into the jointly-used sanitary sewers of either party. No street inlet, catch basin, storm drain, rain leader, cellar drain, garage drain or any other connection through which storm water, surface water, ground water or any other water not classified as sewage can flow shall be connected to the aforesaid sanitary sewers which drain into the jointly-used sewers of the City and the Metropolitan District.

B. Both parties agree to use every effort to prevent the owners of properties in the City and the Metropolitan District from discharging storm water into the sanitary sewers connecting with the sanitary sewers of either party, and if any such connections are detected, the Directors shall promptly use all means within their power to see that such connections, including storm inlets and other points of entry are abandoned and sealed.

C. No person, firm, corporation, manufacturing plant, or other establishment shall be permitted to discharge into any sanitary sewer of the City or Metropolitan District which drains into a sanitary sewer of the other party, any flammable liquids, acids, chemicals and/or materials or solids not normally present in domestic sewage, which in the judgement of the Directors of the City and the County may be detrimental to the sewerage system or any part thereof of either the City or the County or the operation of the said sewerage system or systems. The parties to this Agreement agree to recommend to their respective Councils mutually agreeable Industrial Waste Ordinances and to coordinate the introduction and legislative consideration of same to the end that such ordinances would be effective in both the City and County as of the same date. The provisions of this paragraph shall be superceded at such time as of the effective date of said ordinances.

D. The discharge of radioactive wastes into any of the sanitary sewers of the other party shall be limited as to quality and character in accordance with the latest rules and regulations of the Health Department of the State of Maryland, of the Commissioner of Health of the City of Baltimore, and of the Deputy State or County Health Officer of Baltimore County, Maryland, whichever of these rules and regulations are most stringent.

#### ARTICLE VII CONSTRUCTION OF SANITARY SEWERS

All sanitary sewers, house sewers, interceptors, manholes, bellmouths, and connections between the sanitary sewers of the City and the Metropolitan District shall be designed and constructed in accordance with the applicable codes, rules and regulations of the party within whose boundaries the construction is located.

#### ARTICLE VIII INSPECTION OF PREMISES

The premises of the properties in the territories defined in Article IV, which drain into sewers of the other party to this agreement, may be entered with notice and inspected by the Director, or his representative, of the party into whose sewer or sewers the sewage drains. Private premises are excluded from the foregoing stipulations and may be entered only after proper authorization has been secured by the Director, or his representative, of the jurisdiction within which such premises are located.

ARTICLE IX REPAIRS AND REHABILITATIONS

A. Whenever it becomes necessary for one of the parties to repair and/or rehabilitate as opposed to expanding any part of any jointly-used facility which receives, transmits, pumps, treats and/or disposes of sewage, the other party shall contribute its proportionate share of all costs resulting from the planning, designing and execution of the said repair and/or rehabilitation, including all materials, labor, engineering and any and all other costs involved therein. The cost of items referred to in this Article shall be apportioned according to the Volumetric Method using the quantities of sewage contributed by both parties to this Agreement for the fiscal year preceding that in which the costs were incurred.

B. Upon agreement between both parties to the Agreement, expenditures for repairs and/or rehabilitations to jointly-used facilities may be considered capital expenditures if paid from bond money, the repayment for which by one party to the other shall be included in the annual debt service charge as calculated in Article XII, paragraph E of this Agreement.

ARTICLE X FINANCING OF ADDITIONAL FACILITIES

A. Before new sewerage facilities and/or enlargements, additions or improvements to existing sewerage facilities that may be jointly-used by the parties to this Agreement, are undertaken by either party to this Agreement, the Directors shall determine the party responsible for said work under this Agreement and the Director of the party responsible for said work shall promptly prepare and transmit the necessary preliminary studies, designs, and cost estimates to the Director of the other party for his review and approval.

B. The capital expenditures for the jointly-used sewerage facilities covered by this Article and constructed after June 30, 1969, shall be apportioned to each party to this Agreement by the Design Flow Method.

C. Before either party to this Agreement commences construction or installation of any additional sewerage facilities, each Director shall certify that funds for their respective shares of participation are available. In the event that funds are not available, the parties agree to attempt to obtain funds as quickly as possible.

D. Thirty days prior to advertising for bids on any project that affects any portion of the other parties' system, notification shall be given to that party which shall include the scope of the project, the cost, and the estimated construction schedule.

E. Payment to the party executing the work shall be made by the other party as the work progresses. Such payment, billed each month for the proportionate share of the payment for work completed, shall be due within 30 days of the rendering of such bill.

ARTICLE XI DETERMINATION OF SEWAGE FLOW

A. The total annual volume of sewage contributed by each party to each jointly-used facility shall be determined on a fiscal year basis as herein-after set forth:

(1) By November 1 of each year the Directors shall furnish their counterparts with an enumeration of each and every water service connection existing as of the preceding June 30 to every property and/or building, the sewage from which property and/or building enters any jointly-used facility of either party. Sewage flow from the properties and/or buildings so served shall be computed as follows:

(a) Each and every water service less than one inch in size that serves a property and/or building connected directly or indirectly to a jointly-used sewerage system shall be considered to contribute an annual volume of sewage per such installation which is equal to 100,000 gallons per year, plus an allowance of 15% for infiltration.

(b) Each and every water meter installation one inch and/or larger in size that serves a property and/or building connected directly or indirectly to a jointly-used sewerage system shall be considered to contribute an annual volume of sewage which is equal to the registered quantity of water flowing through the meter on a fiscal year basis adjusted to exclude that volume of metered water which does not enter the jointly-used sewerage system, plus an allowance of 15% for infiltration.

(c) The volume of sewage contributed by the properties and/or buildings described in the foregoing paragraphs of this Article shall be determined at each point of entry into the sewerage system of the other party. Each and every property and/or building described in the foregoing paragraph 1(b) of this Article shall be separately identified at each point of entry into the sewerage system of the other party by the water meter account number; the name and address of said property

and/or building; the registered quantity of water flowing through the water meter serving said property and/or building in a fiscal year basis; the percentage of metered water which enters the jointly-used sewerage system, and the annual volume of sewage contributed to the jointly-used sewerage system by said property and/or building. Whenever any property and/or building which uses water for any purpose from the water supply system or from any other sources in such a manner that the water so used is not discharged into a jointly-used sewerage system, the volume of sewage from the said property and/or building shall be adjusted to exclude the quantity of water which does not enter a jointly-used sewerage system as determined periodically by such reasonable methods as shall be mutually agreed by the Directors. The methods and calculations for each such determination shall be available for review as provided in Article XIV, Access to Records.

(2) Whenever any property and/or building, the sewage from which property and/or building enters any jointly-used facility of either party, and is not served by the Baltimore City water supply system, the sewage flow shall be determined as follows:

(a) Each and every single family dwelling shall be enumerated by point of entry and shall be considered to contribute an annual volume of sewage per dwelling which is equal to 100,000 gallons per year, plus an allowance of 15% for infiltration.

(b) For all other such properties the volume of sewage shall be estimated annually by each point of entry, plus an allowance of 15% for infiltration.

The total annual volume of sewage flow at each point of entry shall be the sum of the sewage flows determined in the preceding paragraphs of this Article.

B. In order to measure and record automatically the volume of sewage flowing from the sewerage system of one party into the sewerage system of the other party, recording registering flow meters satisfactory to both parties shall be constructed, installed, and ready for regular continuous service within two years after execution of this agreement. Meters shall be installed at or near such points of entry as shall be agreed upon. The location of such meters shall be determined

on the basis of the size of the sewer; the observed conditions of flow and the practical considerations for installing of metering equipment. Meters shall be installed by the party within whose boundary the meter is to be located. The cost of said meters, their installation, and their operation and maintenance shall be shared equally by both parties.

C. When sewage flow meters or pumping station meters measure the flow of sewage from an area that is entirely located within the geographic confines of one party, the reading from said meters shall supersede the method of determining the sewage contribution described in Paragraph A of this Article.

D. At any point of entry, or at a pumping station, by reason of a new meter installation or by reason of meter failure, where the sewage flow is accurately metered for a minimum of 120 days representative of average conditions in any year, then the daily flows for the entire year shall be considered to be the average daily flow for that period of the year that has been metered. The method of calculating the sewage flow as stipulated in Paragraph A, shall be used in every section of either party from which the sewage is not metered.

E. The enumerations of water meter services and properties not served by the Baltimore Water System as stipulated in this Article, Paragraph A and the readings from the sewage flow meters and pumping station meters referred to in Paragraphs C and D shall be tabulated and summarized as of June 30 of each fiscal year. This tabulation and summary shall be rendered by each party to the other party, by November 1 of the next fiscal year.

F. Each party shall maintain all metering and recording equipment under its supervision in good operating condition. Should either party fail to maintain any meter within its boundaries in good operating condition, the Director of the other party may at his discretion, thirty days after written notice is given, cause the repair to be made or otherwise maintain the equipment and shall charge the other party for its share of the costs of such repair and maintenance.

#### ARTICLE XII DETERMINATION OF SEWERAGE SERVICE CHARGES

The sewerage service charges shall be computed by the Volumetric Method.

The calculations for charging each party for sewerage services rendered by the other party shall be composed of a sewerage service charge to each party for that party's share of operation and maintenance expenses of jointly-used facilities of the other party and an annual charge for debt service to each party for that party's share of the debt service of the other party as applied to the jointly-used facilities of the other party. Debt service applicable to jointly financed facilities shall be excluded from the calculation of annual sewerage service charges.

The County shall pay to the City annually a Sewerage Service Charge representing the County's share of direct costs incurred by the City for transporting, pumping, treating and/or disposing of County sewage during the preceding fiscal year. The City shall pay to the County annually a Sewerage Service Charge representing the City's share of direct costs incurred by the County for transporting and pumping of City sewage through or by any County pumping station during the preceding fiscal year. The above mentioned direct costs shall include all the operating and maintenance costs for jointly-used facilities reduced by the amount of direct costs recovered as surcharges under the Industrial Waste Ordinances. They shall also include an applicable percentage of the operating management costs reported for the City's Waste Water Division, as well as other Bureau expenses properly chargeable to the City's Sewerage System, or their similar activities in the County as they may apply.

The County shall also pay to the City any surcharge collected from industry for reason of excessive BOD, suspended solids, or other constituents above that limit considered by the City as that permitted without payment of a surcharge. Such surcharge shall be in accordance with the charges specified in the Industrial Waste Ordinance.

If at any time a jointly-used facility is no longer used by one of the parties to this agreement, the said party will no longer be charged for the use of the facility.

A. Computation of Operation and Maintenance Costs

1. County's Share of City Operation and Maintenance Costs

a.) Determine the total annual sewage flow contributed by the County to (1) each jointly-used City-operated pumping station, (2) the Back River Waste Water Treatment Plant, and (3) the Patapsco Waste Water Treatment Plant, as provided in Article XI of this agreement. For each jointly-used City operated facility, divide the County annual sewage flow through that facility by the annual Metered total flow through the facility to obtain a factor expressed as a percentage. This factor represents the County's proportionate share in the operating and maintenance costs for that facility. Multiply the total operating and maintenance costs, reduced by the amount recovered as surcharges under the Industrial Waste Ordinance for that facility including all payroll expenses (i.e. payroll, pensions, FICA

Paul Keenan  
6/4/97

payments, Workmen's Compensation payments and fringe benefits) and administration and supervision expenses which contribute directly to operation and maintenance, for each jointly-used City-owned facility by the percentage factor derived, as outlined above in this paragraph. The total of these partial costs is the amount of the County's obligation to the City for operating and maintaining said facilities.

b.) To compute the administration and supervision expenses applicable to each jointly-used City-operated pumping station, divide the operating and maintenance expense for each such pumping station by the total operating and maintenance expenses for all City-operated pumping stations to obtain factors expressed as a percentage. Multiply each percentage factor by the Administration and Supervision expenses for all City-operated pumping stations to determine the portion of said expenses allocated to each jointly-used City-operated pumping station. This allocated expense shall be considered as a direct cost and included as part of the operation and maintenance cost of each jointly-used City-operated pumping station.

2. City's share of County Operation and Maintenance Costs

a.) Determine the total annual sewage flow contributed by the City to each jointly-used County-operated pumping station, as provided in Article XI of this agreement. For each jointly-used County facility, divide the City annual sewage flow through that facility by the annual metered total flow through the facility to obtain a factor expressed as a percentage. This factor represents the City's proportionate share in the operating and maintenance costs for that facility. Multiply the total operating and maintenance costs, including payroll expenses, (i.e., payroll, pensions, FICA payments, Workmen's Compensation payments and fringe benefits) and administration and supervision expenses (See b. below) which contribute directly to operation and maintenance for each jointly-used County-operated pumping station by the percentage factor derived as outlined above in this paragraph. The total of these partial costs is the amount of the City's obligation to the County for the operation and maintenance of said facilities.

b.) To compute the administration and supervision expenses applicable to each jointly-used County-operated pumping station, divide the operating and maintenance expense for each such pumping station by the total operating and maintenance expenses for all County-operated pumping stations to obtain factors expressed as a percentage. Multiply each percentage factor by the Administration and Supervision expense of all County-operated pumping stations to determine the portion of said expenses allocated to each jointly-used County-operated pumping station. This allocated expense shall be considered as a direct cost and included as part of the operating and maintenance cost of each jointly-used County-operated pumping station.

B. Computation of Operating Management Costs

1. Determine the County's total annual sewage flow by adding together the County's ~~annual~~ sewage flow to the Back River Waste Water Treatment Plant and the County's annual sewage flow to the Patapsco Waste Water Treatment Plant. Divide the total County flow so obtained by the total annual sewage flow to all City plants. Multiply the resulting percentage by the operating management costs for the Waste Water Division which are the sum of the costs for Administration and Water Pollution Control plus that portion of the Engineering and Construction Inspection Accounts not charged to specific projects. The product of this multiplication shall be the amount of the County's obligation to the City for the operating management portion of the Sewerage Service Charge.

2. Divide the total of the County's annual sewage flow metered through County-operated pumping stations by the total of the County's annual sewage flow to any and all points of discharge to obtain a factor showing the ratio of the total sewage pumped to the total annual sewage flow. Divide the City's annual sewage flow through all County-operated pumping stations by the total annual metered sewage flow through all such pumping stations to obtain a factor showing the City's proportion of the total annual sewage flow through all such pumping stations. The sum of the operating management costs of the County activities which parallel the Waste Water Division shall be multiplied by the product of the two factors outlined above in this paragraph. The result shall be the amount of the City's obligation to the County for the operating management portion of the Sewerage Service Charge.

C. Computation of Applicable Expenses of Other Bureau Services

1. Six (6) percent of the County's share of the sum of (a) the operation and maintenance costs and (b) the operating management costs, both as provided in Article XII, Paragraphs A and B of this Article, shall be the amount of the County's obligation to the City for the expenses of the Other Bureau Services for the sewerage service charges.

2. Six (6) percent of the City's share of the sum of (a) the operation and maintenance costs, and (b) the operating management costs, both as provided in Paragraph A and B of this Article, shall be the City's obligation to the County for the expenses of the Other Bureau Services of the County for the sewerage service charges.

D. Computation of Credit Resulting from the Sale of Products

For each of the Back River Waste Water Treatment Plant and the Patapsco Waste Water Treatment Plant, the sum of the annual receipts resulting from the sale of heat-dried sludge, sewage effluent, and sludge gas from each treatment facility shall be multiplied by the percentage of County annual sewage flow treated at the respective treatment facility for the applicable fiscal year. The sum of the products of these multiplications shall be the credit due to the County for the sale of products.

E. Computation of Debt Service

Debt Service resulting from bonds issued by either party to this Agreement for improvements to jointly-used facilities for which cash contributions have not been made shall be calculated as follows:

County's Share of City's Debt Service

1. Debt Service on outstanding indebtedness and capital expenditures made prior to July 1, 1969, for the jointly-used City-operated system, excepting the Patapsco Waste Water Treatment Plant and the 30-inch Patapsco Force Main, shall be calculated as follows:

a.) To obtain the percent of interest and amortization on the outstanding indebtedness, divide the total debt service for the applicable fiscal year applicable to the outstanding bonds issued prior to December 31, 1959, by the outstanding amount of bonds issued prior to December 31, 1959, in the same fiscal year, and multiply by one hundred.

b.) To obtain the charge for interest and amortization for the Current fiscal year for each jointly-used facility, multiply the outstanding indebtedness applicable to each such facility minus the amortization in the preceding fiscal year by the current fiscal year's percentage of interest and amortization as calculated in (a) above.

c.) The debt service chargeable to Baltimore County for each jointly-used City-operated facility shall be the debt service for that facility, computed in a manner prescribed above, multiplied by the ratio which the annual sewage flow from Baltimore County bears to the total annual sewage flow through that facility. The sum of the debt service charges applicable to the County for each jointly-used City-operated facility shall be the amount of debt service to be paid by the County.

d.) The outstanding indebtedness as of July 1, 1969, for the jointly-used City-operated facilities after subtracting the preceding year's amortization shall be:

Sanitary Sewer System	\$2,461,089.16
Eastern Avenue Pumping Station	963,787.45
Dundalk Pumping Station	161,642.24
Jones Falls Pumping Station	155,451.67
Back River Waste Water Treatment Plant	4,094,388.31

2. Debt service on capital expenditures for the Patapsco Waste Water Treatment Plant made after December 31, 1960, and debt service on capital expenditures for other jointly-used City-operated facilities made after June 30, 1969, shall be calculated as follows:

a.) Debt Service during any fiscal year for each bond issued shall be divided by the total capital expenditures to date from that issue to obtain the debt service percentage for that year for each bond issue.

b.) The capital expenditures from each bond issued shall be apportioned according to which jointly-used facility they were made for.

c.) For each bond issue, multiply the debt service percentage (as calculated in a. above) by the capital expenditures apportioned to each jointly-used facility to obtain the debt service allocated to each jointly-used facility from each bond issue.

- d.) The total debt service allocated to each jointly-used facility shall be the sum of the allocations to each jointly-used facility from each bond issued as calculated in a., b., and c. above.
- e.) The debt service chargeable to Baltimore County for each jointly-used City-operated facility shall be the total debt service allocated to that facility multiplied by the ratio obtained in accordance with the provisions of Articles IX and X of this Agreement, except for debt service allocated to construction at the Patapsco Waste Water Treatment Plant before July 1, 1969, which shall be multiplied by the volumetric ratio. The sum of the debt service charges applicable to the County for each jointly-used City-operated facility shall be the amount of debt service to be paid by the County.

City's Share of County's Debt Service

- a.) The debt service on jointly-used County-operated facilities shall be calculated as in paragraph E-2, sections a., b., c., and d. of this Article.
- b.) The debt service chargeable to Baltimore City for each jointly-used County-operated facility shall be the total debt service allocated to that facility multiplied by the ratio obtained in accordance with the provisions of Article IX and X of this Agreement. The sum of the debt service charges applicable to the City for each jointly-used County-operated facility shall be the amount of debt service to be paid by the City.

ARTICLE XIII - CHARGES TO BE RECALCULATED ANNUALLY

1. Each party shall by November 1st of each year, submit in writing to the other party the readings of all sewage flow meters installed in sewers, vaults, manholes, and pumping stations as stipulated in Article XI and shall also submit the number of water water and water service connections and computed sewage flows, as stipulated in Article XI, which are connected to and/or tributary to the sewerage system of the other party and which sewage is ultimately treated at the Back River Waste Water Treatment Plant or the Patapsco Waste Water Treatment Plant for the preceding fiscal year. The report submitting the meter readings and calculated sewage flows shall specify such locations and points of entry into the sewerage system as herein provided.

2. On or before the 31st day of December of each year, the Director of each party shall submit to the Director of the other party a statement showing

computations of the other party's share of costs for the preceding fiscal year.

Each party's statements and computations shall be jointly prepared by the City and County and shall show the net total of the various sums, less credits, owed by one party to the other arrived at by the methods outlined in Article XII. Said sums so due and owing by each party to the other shall be payable within sixty (60) days after date of submittal of the statements.

3. In recognition of the City's role in financing the operating management, operating and maintenance and debt service costs of the sewerage system, the County agrees to make estimated quarterly payments to the City for services to be rendered in the ensuing quarter, on July 1, October 1, January 1 and April 1. Such quarterly payments to be equal to one-fourth of the County's share of the aforementioned costs as calculated on the latest available annual cost statement. (Underpayments or overpayments will be adjusted on the annual cost statement.)

#### ARTICLE XIV ACCESS TO RECORDS

Each party to this Agreement shall have ready access to all plans, office and field records, costs accounts, records and files of existing jointly-used sanitary sewerage facilities and installations of the other party.

Either party shall have ready access to all design data, schedules, programs and cost estimates relating to altering or enlarging the jointly-used sanitary sewerage system, or any part thereof, that serves or will serve both parties.

Each party shall have ready access to all information, records, calculations and data used to determine the total annual charge for sewerage service to the other party.

#### ARTICLE XV OPERATION AND MAINTENANCE OF FACILITIES

It is agreed by both parties that each party shall supervise the design, construction, operation and maintenance of the various facilities of their respective sewerage systems.

#### ARTICLE XVI ARBITRATION

Except as otherwise provided in Article V, Section E, in the event of any disagreement between the parties to this Agreement over terms of the Agreement including design, construction and financing of jointly-used facilities the parties shall submit, on the demand of either, the matter to arbitration in the following manner:

Each of the parties hereto shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator who shall be Chairman of

the Board of Arbitrators. If the two arbitrators are unable to agree on a third arbitrator, the Chief Judge of the Court of Appeals of Maryland shall be requested to designate such third arbitrator, and the written decision of the majority of the Board of Arbitrators shall be final and binding upon both parties.

ARTICLE XVII TERM OF AGREEMENT

Since the agreements dated December 6, 1945 and January 30, 1963 between the Mayor and City Council of Baltimore and Baltimore County relating to the Patapsco River Waste Water Treatment Plant and Back River Waste Water Treatment Plant, respectively, have terminated, the parties hereto have mutually agreed that any payments hereunder shall be retroactive to July 1, 1969, and shall continue in force and effect until amended by the parties hereto or until a new agreement is made between the parties.

If it becomes necessary or desirable in the opinion of either party to amend this Agreement, such party shall so notify the other in writing at least 30 days before the end of any calendar year. Such party shall accompany its written notification with a draft of its desired amendment or new Agreement. If the parties are unable to agree, the present Agreement shall continue in force. In the case of disagreement, either party may initiate arbitration proceedings according to Article XVI, above.

Both parties agree that the termination of this Agreement shall not in any way affect the continued reception, transmission, pumping, treatment and/or disposal of sewage.

IN WITNESS WHEREOF, the parties hereto have properly executed this Agreement, as of the day, month and year first above written.

ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE

(CITY SEAL)

Lawrence B. Dale  
Lawrence B. Dale, Deputy Treasurer

By: W. W. Schrepp  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED: BOARD OF ESTIMATES OF BALTIMORE MAR 6 1974

Charles T. McKinson  
Asst. Chief Assistant Solicitor  
Baltimore Law Department

By: Richard A. Lidinsky  
Richard A. Lidinsky  
Clerk

ATTEST:

BALTIMORE COUNTY, MARYLAND

Daniel L. Calosino

By: Dale Anderson  
Dale Anderson  
County Executive

APPROVED AS TO LEGAL FORM:

APPROVED:

Charles W. Kutz  
County Solicitor of Baltimore County

Albert B. Kaltenbach  
Albert B. Kaltenbach, Director  
Department of Public Works  
of Baltimore County

APPROVED AS TO LEGAL SUFFICIENCY:

Charles W. Kutz  
County Solicitor of Baltimore County

Thomas W. Fuchter  
acting, Director  
Baltimore City Department of Public Works 3/1/74

